

B 210A (Form 210A) (12/09)

## UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)

### PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of a portion of the claim referenced in this evidence and notice.

Elliott International, L.P.

Cantor Fitzgerald Securities

Name of Transferee

Name of Transferor

Name and Address where notices to transferee should be sent:

712 Fifth Ave., 35<sup>th</sup> Fl., New York, NY 10019

Attn: Michael Stephan

Phone: (212) 974-6000

Last Four Digits of Acct #: \_\_\_\_\_

Court Claim # (if known): 29858

Amount of Claim: \$90,000,000\*

Date Claim Filed: 9/22/2009

Phone: (212) 829-4889

Last Four Digits of Acct #: \_\_\_\_\_

Name and Address where notices to transferee payments should be sent (if different from above):

\*plus additional amounts as set forth in the proof of claim

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: \_\_\_\_\_

Transferee/Transferee's Agent

Date: October 4, 2011

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.*

**ELLIOTT INTERNATIONAL, L.P.**

By: Elliott International Capital Advisors Inc.

as attorney-in-fact

By: \_\_\_\_\_

Elliot Greenberg, Vice-President

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Cantor Fitzgerald Securities** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **Elliott International, L.P.** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) a 100% undivided interest (the "Purchased Claim"), in 60% of Seller's right, title and interest in, to, under and arising from or in connection with Proof of Claim Number **29858** filed by or on behalf of Seller's predecessor in interest (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any adverse or material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) all documents, agreements and materials related to the Purchased Claim, (iii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, schedule, annex, attachment, document, agreement, supporting documentation and/or material relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim and/or Transferred Claim, but only to the extent related to the Purchased Claim and/or Transferred Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c) and (d), the "Transferred Claims"). For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller or any prior seller related to or in connection with the Transferred Claims or the Proceedings.

2. Seller hereby represents and warrants to Purchaser and Purchaser's successors and assigns that: (a) assuming the truth and accuracy of the representations and warranties made to Seller by the original creditor (the "Upstream Seller") in the transfer agreement under which the Transferred Claims were purchased (the "Upstream Transfer Agreement"), the Proof of Claim was duly and timely filed in accordance with the Court's order setting the deadline for filing proofs of claim and the applicable procedures set forth in that certain Order pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form (Dkt. No. 4271); (b) Seller owns or will own as of the date on which the payment of the purchase price is made to Seller by Buyer (the "Settlement Date"), and has good legal, beneficial and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller, and Seller will make all filings, including those with the Court pursuant to Rule 3001(e), to evidence its ownership of the Transferred Claims on the Settlement Date and provide evidence of such filings to Purchaser on the Settlement Date, which evidence must be reasonably satisfactory to Purchaser; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer and to file all notices and other documents necessary to evidence the transfer of the Transferred Claims to it; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claim, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors or will give rise to a disallowance or impairment; and (g) assuming the truth and accuracy of the representations and warranties made to Seller by the Upstream Seller, all amounts due and owing in respect of each Purchased Security have been declared due and payable in accordance with the terms of one or more agreements or instruments relating to any such Purchased Security.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via the Depository Trust Company, Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of the Depository Trust Company, Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim. Seller hereby irrevocably appoints Purchaser as its true and lawful attorney in fact solely with respect to any and all filings necessary or advisable, in the reasonable determination of Purchaser, to evidence the transfer of the Transferred Claims to the Transferred Claim Rights, and authorizes Assignee to act in Assignor's name, place and stead, with respect thereto. 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

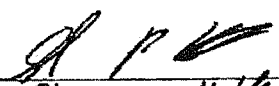
IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is  
executed this 30th day of September 2011.

**ELLIOTT INTERNATIONAL, L.P.**

**CANTOR FITZGERALD SECURITIES**

By: \_\_\_\_\_  
Name:  
Title:

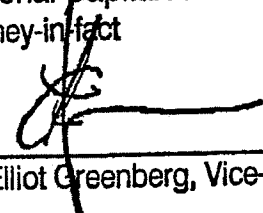
40 West 57<sup>th</sup> Street  
New York, NY 10019-4001

By:   
Name: Steven P. Dettl  
Title: CFO

110 East 59<sup>th</sup> Street  
New York, NY 10022

**ELLIOTT INTERNATIONAL, L.P.**

By: Elliott International Capital Advisors Inc.  
as attorney-in-fact

By:   
\_\_\_\_\_  
Elliot Greenberg, Vice-President

[Signature page to Agreement and Evidence of Transfer of Claim – CFS to Elliott International]

Schedule I

Transferred Claims

Purchased Claim

\$90,000,000 (or 60%) of Proof of Claim Number 29858 which total \$150,000,000 (the outstanding amount of the Proof of Claim as of September 30, 2011), plus all accrued interest, fees and other recoveries due.

Lehman Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity
LEHMAN BROTHERS HOLDINGS INC. Issue of \$150,000,000 Commercial Paper due March 2009	52525KAD4	Lehman Brothers Holdings Inc.	None	\$150,000,000	3.27%	March 23, 2009

Schedule I -- I